GSA

#### GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915 Tel: 475-1713 \* Telefax: 472-4217; 475-1716; 475-1727

Accountability \* Impartiality

Competence

Openness

Value

### **INVITATION FOR BID NO.: GSA-029-19**

#### **DESCRIPTION:**

#### **HOTEL VENUE**

### **SPECIAL REMINDER TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions
  - a. Cashier's Check or Certified Check
  - b. Letter of Credit
  - c. Surety Bond Valid only if accompanied by:
    - 1. Current Certificate of Authority issued by the Insurance Commissioner;
    - 2. Power of Attorney issued by the Surety to the Resident General Agent;
    - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- ( ) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
  - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:

Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

authorized representative of		acknowledge receipt of this special
reminder to prospective bidders with the above refere	enced IFB.	
	Bidder Represe	ntative's Signature

On this \_\_\_\_\_\_, 2019, I, \_\_\_\_\_\_,

## Invitation for Bid: GSA-029-19

#### **HOTEL VENUE**

#### ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to <u>475-1727</u> and email to <u>gsaprocurement@gsadoa.guam.gov</u>

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name	
Signature	
Date	
Time	
Contact Number	
Fax Number	
Contact Person regarding IFB	
Title	
E-Mail Address	
Company/Firm	
Address	

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than <u>June 7, 2019</u> close of business at 5:00pm.

## **INVITATION FOR BID**

ISSUING OFFICE:

CLAUDIA S. ACFALDE Chief Procurement Officer GENERAL SERVICES AGENCY GOVERNMENT OF GUAM 148 ROUTE 1, MARINE DRIVE PITI, GUAM 96915

Cilier Procurement Officer	
DATE ISSUED: June 3, 2019	BID INVITATION NO: GSA-029-19
BID FOR: HOTEL VENUE	
SPECIFICATION: SEE ATTACHED	
DESTINATION: DEPARTMENT OF PUBLIC HEA	LTH & SOCIAL SERVICES
REQUIRED DELIVERY DATE: FOR A PERIOD AVAILABILITY OF FUNDS. THIS IS AN INDEFINITION OF THE PROPERTY OF THE PRO	OF ONE (1) YEAR ON AN AS NEEDED BASIS UPON ITE QUANTITY BID.
INSTRUCTION TO BIDDERS:	
INDICATE WHETHER:INDIVIDUAL	PARTNERSHIP CORPORATION
INCORPORATED IN:	<u> </u>
	e above no later than (Time) 11:00am, Date: June 18, 2019 and shall be publicly all be rejected. See attached General Terms and Conditions, and Scaled Bid
the schedule provided, unless otherwise specified by the bidder. 1	, the articles and services at the price stated opposite the respective items listed on a consideration to the expense of the Government in opening, tabulating, and need agrees that this bid remain firm and irrevocable within 90 calendar days from .
	URE AND TITLE OF PERSON RIZED TO SIGN THIS BID:
AWARD: CONTRACT NO.: AMO	DUNT: DATE:
ITEM NO(S). AWARDED:	
C	CONTRACTING OFFICER:
	CLAUDIA S. ACFALLE Chief Procurement Officer
	IGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT:

## SPECIAL PROVISIONS

### HOTEL VENUE

This is an "Indefinite Quantity Bid" pursuant to Section 3119(i)(2) of the 2 GAR Procurement Regulations. The quantities reflected are annual estimated requirements projected within a twelve (12) month period. These amounts may increase during the term of this bid. However, regardless of the fluctuation of quantities, this bid shall be subject to the availability of funds.

### **Delivery**:

Delivery schedule time and quantity will be coordinated between the successful bidder and the requesting department on an as needed basis.

## **Contract Period:**

The term of this contract is for a period of one (1) year on an as needed basis dependent upon the availability of funds.

## Additional Requirement:

In the event that other agencies within the Government of Guam, having the same requirements, upon notifications and acceptance of the additional requirements, the effective price of said bid, shall be used as a confirm price. This additional requirement shall not exceed the term of this bid.

## AFFIDAVIT RE ETHICAL STANDARDS

CITY OF)	
) ss. ISLAND OF GUAM )	
	[state name of affiant signing below], being first duly
sworn, deposes and says that:	
The affiant is	[state one of the following: the offeror
a partner of the offeror, an officer of the offeror]	making the foregoing identified bid or proposal. To the
best of affiant's knowledge, neither affiant nor	any officers, representatives, agents, subcontractors or
	d any government of Guam employee to breach any of
	r 5, Article 11. Further, affiant promises that neither he
	subcontractor, or employee of offeror will knowingly
	to breach any ethical standards set forth in 5 GCA
Chapter 5, Article 11. These statements are ma	
onapier e, ratione in interest and ma	de parsuant to 2 OAR DIVISION 4 & 11105(b).
•	re of one of the following:
	if the offeror is an individual; if the offeror is a partnership;
	if the offeror is a corporation.
Subscribed and sworn to before me thisd	ay of, 201
NOTARY PUBLIC	
My commission expires,	
·	

## **AFFIDAVIT re NO GRATUITIES or KICKBACKS**

CITY OF ) ss.	
) ss. ISLAND OF GUAM )	
r.a.	
first duly sworn, deposes and says that:	ate name of affiant signing below], being
The name of the offering firm or individual     . Affiant is	
one of the following: the offeror, a partner of the offeror, an offi	icer of the offeror] making the foregoing
2. To the best of affiant's knowledge, neither affia representatives, agents, subcontractors, or employees have against gratuities and kickbacks set forth in 2 GAR Division 4 § behalf of offeror, not to violate the prohibition against gratuities Division 4 § 11107(e).	violated, are violating the prohibition 11107(e). Further, affiant promises, on
3. To the best of affiant's knowledge, neither affia representatives, agents, subcontractors, or employees have government of Guam employee or former government employee or offer of employment in connection with the offerors proposal.	offered, given or agreed to give, any
4. I make these statements on behalf of myself as a repre of the offerors officers, representatives, agents, subcontractors, a	
Signature of one of the offeror, if the offeror is an inception of the offeror is a partner, if the offeror is a corporation.	dividual; tnership;
Subscribed and sworn to before me this day of	, 201
NOTARY PUBLIC	
My commission expires,	

## **Special Provisions**

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

	Signature of Bidder Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	Date
Subscribed and sworn before me this	day of, 201	-
NOTARY PUBLIC My commission expires,,		

## FORM E

## DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: <u>GSA-029-19</u> HOTEL VENUE	
Name of Offeror Company: certifies under penalty of perjury:	hereby
cermes order pendity of perjory.	
	(the offeror, a partner of the offeror, d or proposal in the foregoing identified
(2) That I have read and understand the read:	e provisions of 5 GCA § 5801 and § 5802 which
§ 5801. Wage Determination Establis	shed.
sole proprietorship, a partnership or a corpora government of Guam, and in such cases where the or in part, is the direct delivery of service contract pay such employee(s) in accordance with the	ent of Guam enters into contractual arrangements with a tion ("contractor") for the provision of a service to the he contractor employs a person(s) whose purpose, in whole ted by the government of Guam, then the contractor shall wage Determination for Guam and the Northern Mariana artment of Labor for such labor as is employed in the direct nt of Guam.
contract is awarded to a contractor by the gove shall be paid to employees pursuant to this Article, time of renewal adjustments, there shall be made	ently issued by the U.S. Department of Labor at the time a ernment of Guam shall be used to determine wages, which Should any contract contain a renewal clause, then at the de stipulations contained in that contract for applying the so that the Wage Determination promulgated by the U.S. e renewal date shall apply.
§ 5802. Benefits.	
applies shall also contain provisions mandating Article, such benefits having a minimum valu	tion detailed in this Article, any contract to which this Article health and similar benefits for employees covered by this re as detailed in the Wage Determination issued and nd shall contain provisions guaranteeing a minimum of ten
(3) That the offeror is in full compliance with to the procurement referenced herein;	5 GCA § 5801 and § 5802, as may be applicable
(4) That I have attached the most recent we the U.S. Department of Labor. [INSTRUCTIONS	age determination applicable to Guam issued by S – Please attach!]
Si	gnature Date

AG Procurement Form 006 (Feb. 16, 2010)

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REGISTER OF WAGE D	DETERMINATIONS UNDER	₹	U.S. DEPARTMENT OF LABOR
THE SERVICE CON	ITRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Se	cretary of Labor	1	WAGE AND HOUR DIVISION
		-	WASHINGTON D.C. 20210
		1	Wage Determination No.: 2015-5693
Daniel W. Simms	Division of		Revision No.: 8
Director	Wage Determinations	1	Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at <a href="https://www.dol.gov/whd/govcontracts">www.dol.gov/whd/govcontracts</a>.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

**Fringe Benefits Required Follow the Occupati	onal Listing**	
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16

OT191 - Ofder Clerk i	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.57
01262 - Personnel Assistant (Employment) II	17.25
01263 - Personnel Assistant (Employment) III	19.22
01270 - Production Control Clerk	20.08
01290 - Rental Clerk	11.10
01300 - Scheduler, Maintenance	15.39
01311 - Secretary I	15.39
01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58

07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 – Electro-neurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77

12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
3000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems	23.86

Administrator		
13058 - Library Technician		16.64
13061 - Media Specialist I		17.21
13062 - Media Specialist II		19.26
13063 - Media Specialist III		21.47
13071 - Photographer I		17.06
13072 - Photographer II		19.06
13073 - Photographer III		23.63
13074 - Photographer IV		= 28.92
13075 - Photographer V		35.00
13090 - Technical Order Library Clerk		17.04
13110 - Video Teleconference Technician		17.18
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		16.26
14043 - Computer Operator III		18.13
14044 - Computer Operator IV		20.14
14045 - Computer Operator V		22.31
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		20.14
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		25.10
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.74

15086 - Maintenance Test Pilot, Kotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Dry-cleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09

23021 - All Claff Wedianic I	15.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning	16.58
Mechanic	
23411 - Heating, Ventilation And Air Conditioning	17.63
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	17.39
23///0 - Heavy Equipment Operator	16 21

25460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28

25070 - Stationary Engineer		17.26
25190 - Ventilation Equipment Tender		11.97
25210 - Water Treatment Plant Operator		19.28
27000 - Protective Service Occupations		
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		9.13
27008 - Corrections Officer		12.05
27010 - Court Security Officer		12.05
27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		9.13
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		12.37
28042 - Carnival Equipment Repairer		13.42
28043 - Carnival Worker		9.14
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		10.76
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.23
29020 - Hatch Tender		20.23
29030 - Line Handler		20.23
29041 - Stevedore I		18.85
29042 - Stevedore II		21.64
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	28.97
30021 - Archeological Technician I		17.49

30022 - Archeological Technician II	19.50
30023 - Archeological Technician III	24.2
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Uneyploded (UXO) Sween Personnel	24 24

30501 - Weather Forecaster I		24.12
30502 - Weather Forecaster II		29.34
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.74
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.33
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		8.93
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		9.43
31361 - Truckdriver, Light		9.78
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		13.89
31364 - Truckdriver, Tractor-Trailer		13.89
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.30
99030 - Cashier		9.12
99050 - Desk Clerk		9.70
99095 - Embalmer		24.24
99130 - Flight Follower		24.24
99251 - Laboratory Animal Caretaker I		21.62
99252 - Laboratory Animal Caretaker II		22.67
99260 - Marketing Analyst		20.09
99310 - Mortician		24.24
99410 - Pest Controller		14.61
99510 - Photofinishing Worker		12.74
99710 - Recycling Laborer		13.02
99711 - Recycling Specialist		19.69
99730 - Refuse Collector		12.39
99810 - Sales Clerk		9.46
99820 - School Crossing Guard		16.14
99830 - Survey Party Chief		21.65
99831 - Surveying Aide		12.31
99832 - Surveying Technician		16.00

99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA- covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain non-exempt employees. For example, if an individual employee is non-exempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

#### 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*

#### **Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed Wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## **AFFIDAVIT re NON-COLLUSION**

CITY OF	) ) ss.				
CITY OF	) ss. )				
		[state name of	f affiant signing	below], being	first duly sworn,
deposes and says tha	ıt:				
1. The nai	me of the offe	ring company	or individual	is [state nam	e of company
offeror has not collud person, to put in a shadirectly or indirectly, a person to fix the propelement of said propegovernment of Guam or any person interest are true to the best of Division 4 § 3126(b).	am proposal or to sought by an agroosal price of offe osal price, or of the or any other offer sted in the proposif the knowledge of statement on behinder of the statement on the statement on the statement of the statement on the statement of the statement o	nnived or agre- refrain from mateement or colli- eror or of any other or, or to secure ed contract. A of the undersign	ed, directly or incating an offer. The usion, or commutather offeror, or to see any advantage and statements in med. This statements are representatives.	directly, with any ne offeror has no nication or conformation or conformation or conformation and any advantage and the affidavit and nent is made put the offeror,	y other offeror or ot in any manner, erence, with any ad, profit or cost stage against the ernment of Guam d in the proposal rsuant to 2 GAR
		Offeror, if the ofference of the offeren	e of the following: eror is an individual; eror is a partnership	;	-
		Officer, if the offe	eror is a corporation.		
Subscribed and sworn t	o before me this	day of	, 201		
NOTARY PUBLIC					
My commission expires	·• _				

AG Procurement Form 003 (Jul. 12, 2010)

## AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

	<del>-</del> ;			
LAND OF GUAM	) ss. )			
I, the undersigned, I the offeror and that			say that I am an authorized representati	ve of
] The offeror is an ind	lividual or sole prop	orietor and owns	the entire (100%) interest in the offering	g busines
company], and the p	persons, companie the offering busine	s, partners, or jo	or association known as[please state name of offeroint venturers who have held more than \$65 days immediately preceding the subn	10% of th
<u>Name</u>	<u>A</u>	ddress	% of Interest	
other compensation	•	sisting in obtain	re entitled to receive a commission, grat ing business related to the bid or propos please so state]:	•
Name		ddress	<u>Compensation</u>	
Name  If the ownership of the contractions are also as a second contraction.	offering business shoontract is entered iring another affidav	nould change be into, then I prom it to the governr gnature of one of feror, if the offero	tween the time this affidavit is made and ise personally to update the disclosure inent.  of the following: r is an individual; or is a partnership;	
Name  If the ownership of the can award is made or a can be compared to the can be can	offering business shoontract is entered in another affidav	nould change be into, then I prom if to the governr gnature of one of feror, if the offeron fricer, if the offeron	tween the time this affidavit is made and ise personally to update the disclosure inent.  of the following: r is an individual; or is a partnership; r is a corporation.	

AG Procurement Form 002 (Rev. Nov. 17, 2005)

## **AFFIDAVIT re CONTINGENT FEES**

TY OF	) ) ss.	
LAND OF GUAM	)	
nd says that:	[sta	ate name of affiant signing below], being first sworn, deposes
1.	The name of the offering cor	mpany or individual is [state name of company]
	any has not retained any pers	ipany's bid or proposal, to the best of my knowledge, the son or agency on a percentage, commission, or other ract. This statement is made pursuant to 2 GAR Division
Guam upon a contingent fee	any has not retained a persor n agreement or understanding e, except for retention of bona es for the purpose of securing	pany's bid or proposal, to the best of my knowledge, the to solicit or secure a contract with the government of g for a commission, percentage, brokerage, or fide employees or bona fide established commercial g business. This statement is made pursuant to 2 GAR
4. behalf of the o		behalf of myself as a representative of the offeror, and on ves, agents, subcontractors, and employees.
		Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed an	nd sworn to before me this	day of, 201
NOTARY PUE My commissio	BLIC on expires,	

AG Procurement Form 007 (Jul. 15, 2010)

## **GOVERNMENT OF GUAM**

GENERAL SERVICES AGENCY 148 Route 1, Marine Corp. Drive Piti, Guam 96915

## BID BOND

KNOW ALL MEN BY THESE PRESENTS H	hat	as Principal
KNOW ALL MEN BY THESE PRESENTS to hereinafter called the Principal, and (Bonding	Company).	, as i incipal
A duly admitted insurer under the laws of the		
Held firmly bound unto the Territory of Guam		
Dollars (\$	), for	Payment of which sum will and
truly to be made, the said Principal and the said successors and assigns, jointly and severally, f	d Surety bind ourselves, our heir	rs, executors, administrators,
WHEREAS, the Principal has submitted a b	oid for (identify project by number	er and brief description)
NOW, THEREFORE, if the Territory of Guinto a Contract with the Territory of Guam in as may be specified in bidding or Contract Doo of such Contract and for the prompt payment event of the failure of the Principal to enter su to the Territory of Guam the difference not to and such larger amount for which the Territory work covered by said bid or an appropriate obligation shall be null and void, otherwise to	accordance with the terms of succuments with good and sufficient of labor and material furnished uch Contract and give such bond exceed the penalty hereof between yof Guam may in good faith coliquidated amount as specified remain full force and effect.	ch bid, and give such bond or bonds at surety for the faithful performance in the prosecution thereof, or in the d or bonds, if the Principal shall pay ten the amounts specified in said bid ntract with another party to perform in the Invitation for Bids then this
Signed and sealed this	day of	201
	uay 01	201
	(PRINCIP.	130
		9
(WITNESS)		9
(WITNESS) (TITLE)		9
	(PRINCIP.	9

DOA 113/Rev: 4-1-87

(RESIDENT GENERAL AGENT)

#### **INSTRUCTION TO PROVIDERS:**

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
- 2. Power of Attorney issued by the Surety to the Resident General Agent.
- 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

# GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS

#### SEALED BID SOLICITATION AND AWARD

#### Only those Boxes checked below are applicable to this bid.

- [X] 1. AUTHORITY: This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION**: Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. TAXES: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. LICENSING: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. LOCAL PROCUREMENT PREFERENCE: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS: Bidders shall comply with all specifications and other requirements of the Solicitation.
- [ ] 7. "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all.

  The Government will not award on an itemized basis.
- [X] 8. INDEPENDENT PRICE DETERMINATION: The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. BIDDER'S PRICE: The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. BID ENVELOPE: Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. BID GUARANTEE REQUIREMENT: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [ ] 12. PERFORMANCE GUARANTEE: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. SURETY BONDS: Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. COMPETENCY OF BIDDERS: Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. DETERMINATION OF RESPONSIBILITY OF BIDDERS: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

G.S.A. Form 112 Revised 8/12

#### [X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- e) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.
- [X] 17. TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 19. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [ ] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [ ] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [ ] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [ ] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [ ] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[ ] 29. SAFETY INSPECTION: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

## [ ] 30. GUARANTEE:

#### a. Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

#### (b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

- (c) Compliance with this Section is a condition of this Bid.
- [X] 31.REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. REPRESENTATION REGARDING CONTINGENT FEES: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. EQUAL EMPLOYMENT OPPORTUNITY: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. COMPLIANCE WITH LAWS: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [ ] 35. CHANGE ORDER: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. STOP WORK ORDER: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS: Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X] 38. TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. JUSTIFICATION OF DELAY: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

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- [X] 40. SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE: Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. LIQUIDATED DAMAGES: When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 § 3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [ ] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. CONTACT FOR CONTRACT ADMINISTRATION: If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name:	Title:	
Address:	Telephone:	

### **GOVERNMENT OF GUAM**

#### SEALED BID SOLICITAITON INSTRUCTIONS

1. <u>BID FORMS:</u> Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request.

Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

#### 2. PREPARATIONS OF BIDS:

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
- 3. EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
- 4. <a href="PRE-OPENING MODIFICATION OR WITHDRAWL OF BIDS">PRE-OPENING MODIFICATION OR WITHDRAWL OF BIDS</a>: Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
- 5. <u>ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS</u>: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

#### 5. SUBMISSION OF BIDS:

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
- 6. FAILURE TO SUBMIT BID: If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

#### 7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

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- 8. CANCELLATION OR REVISION OF BID: This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
- 9. REJECTION OF BIDS: Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

- 10. TERMINATION OF CONTRACT: 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)
  - (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
  - (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
  - (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
- 11. CONTRACT DISPUTES: 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word <u>controversy</u> is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government. You may obtain Judicial review of this decision by bringing an action in the Superior Court of Guam

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Count of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

12. <u>CONTRACT REMEDIES:</u> Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

#### **DISCOUNTS**:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
- 13. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 14. <u>SELLER' INVOICES</u>: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

- 15. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- 16. CONFIDENTIAL DATA: If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
- 17. PROHIBITION AGAINST GRATUITIES AND KICKBACKS: With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations GAR § 11170(e)
- 18. <u>STATEMENT OF QUALIFICATIONS</u>: The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.
- 19. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:
  - (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
  - (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
  - (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
  - (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor, 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
- 20. <u>ETHICAL STANDARDS</u>: With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. GAR § 11103(b)

- 21. PROHIBITION AGAINST CONTINGENT FEES: The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
- 22. CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b): Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contactor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

- 23. POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES: P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.
- 24 <u>CERTIFICATION OF INDEPENDENT PRICE DETERMINATION</u>: The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion GAR § 3126
- 25. <u>LICENSING OR CERTIFICATE(S) OF EXEMPTIONS</u>: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
- 26. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- 27. <u>DISCLOSURES OF MAJOR SHAREHOLDERS:</u> (5 GCA § 5233)

  As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

NO.	DESCRIPTION	QTY	/UOM	UNIT PRICE	PRICE EXTENSION
1.1	Hotel Venue (Room Rental) For 15 Pax as the following Specifications	1	Day	\$	\$
SPECIFICATIONS:				BIDDING ON/RE	EMARKS:
	n Rental must be inclusive of all requirements neeting room to include the following:				<del>,</del> -
Thre	e (3) Breakout Rooms				
Roun	d Table Setup				
Table	e Linen with chair covers (assorted colors)				
Table	e for LCD Projector			<del></del>	
Podi	ım Setup			<del></del>	<del></del>
IBM '	Γable for Projector with one (1) chair				
Table	es Speaker Setup				
Rece	ption/Registration Table with two (2) chairs (	@Foyer		<del></del>	
Multi	-Media Projector				
Proje	ctor Screen				
PA Sy	vstem .				
Inter	net Services with Multiple Users (Minimum 5	Users)			
Addit	cional tables & chairs for speakers/facilitators				
	cional setup to include power strips, extension nart stands	cords,			
Cordl	ess microphones (Minimum 2)				
Micro	phone with cord				
Micro	phone with cord stand				
Note	pads and pens				
ADA (	Compliant				
Time	8:00 AM to 5:00 PM				

Dates will be coordinated between agency & vendor

2.1 Hotel Venue (Room Rental) For 18 Pax as the following Specifications  SPECIFICATIONS:  Room Rental must be inclusive of all requirements For meeting room to include the following:  (1) Breakout room; (1) Plenary room; room with windows that can be shaded  Banquet Style Table with six (6) chairs per table  Table Linen with chair covers (assorted colors)  Table for LCD Projector  Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant  Time: 8:00 AM to 5:00 PM	ITEM NO.	DESCRIPTION	Q1	Y/UOM	UNIT PRICE	PRICE EXTENSION
Room Rental must be inclusive of all requirements For meeting room to include the following:  (1) Breakout room; (1) Plenary room; room with windows that can be shaded  Banquet Style Table with six (6) chairs per table  Table Linen with chair covers (assorted colors)  Table for LCD Projector  Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	2.1	For 18 Pax as the following	1	Day	\$	\$
For meeting room to include the following:  (1) Breakout room; (1) Plenary room; room with windows that can be shaded  Banquet Style Table with six (6) chairs per table  Table Linen with chair covers (assorted colors)  Table for LCD Projector  Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	SPEC	IFICATIONS:			BIDDING ON/REI	MARKS:
Windows that can be shaded  Banquet Style Table with six (6) chairs per table  Table Linen with chair covers (assorted colors)  Table for LCD Projector  Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant		•				
Table Linen with chair covers (assorted colors)  Table for LCD Projector  Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant					.,	
Table for LCD Projector  Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Banq	uet Style Table with six (6) chairs per table				
Podium Setup  Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Table	Linen with chair covers (assorted colors)				
Stage 8 x 12 setup at front of room  Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Table	for LCD Projector			<u>-</u>	
Black back drop  Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Podiu	ım Setup			<del></del>	
Tables Speaker Setup  Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Stage	8 x 12 setup at front of room			<u></u>	
Reception/Registration Table with two (2) chairs @Foyer  Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Black	back drop				<u> </u>
Multi-Media Projector  Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Table	s Speaker Setup				
Projector Screen with simultaneous projection on multiple screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Recep	otion/Registration Table with two (2) chairs (	@Foyer			
screens as needed.  PA System with AV Technician as needed  Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Multi	-Media Projector				
Internet Services with Multiple Users (Minimum 5 Users)  Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant			multiple			
Additional tables & chairs for speakers/facilitators  Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	PA Sy	stem with AV Technician as needed				
Additional setup to include power strips, extension cords, flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Interr	net Services with Multiple Users (Minimum 5	Users)			
flip chart stands, directional signage  Cordless microphones (Minimum 2)  Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant	Addit	ional tables & chairs for speakers/facilitators				
Microphone with cord  Microphone with cord stand  Note pads and pens  ADA Compliant			cords,			
Microphone with cord stand  Note pads and pens  ADA Compliant	Cordle	ess microphones (Minimum 2)				<del></del>
Note pads and pens  ADA Compliant	Micro	phone with cord				
ADA Compliant	Micro	phone with cord stand				
	Note p	pads and pens				
Time: 8:00 AM to 5:00 PM	ADA C	Compliant				<del></del>
	Time:	8:00 AM to 5:00 PM				

NO. DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
3.1 Hotel Venue (Room Rental) For 25 Pax as the following Specifications	1 Day	\$	\$
SPECIFICATIONS:		BIDDING ON/REM	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:			
Three (3) Breakout Rooms/One (1) Plenary Room			
Close Room/Round Table Style Setup			
Table Linen with chair covers (assorted colors)			<del></del>
Table for LCD Projector			
Podium Setup			
Tables Speaker Setup			
Reception/Registration Table with two (2) chairs	@Foyer		
Multi-Media Projector			
Projector Screen/Projector screen with simultaneon multiple screens.	ous projection		
PA System / PA System with AV Technician			
Internet Services with Multiple Users (Minimum 5	Users)		
Additional tables & chairs for speakers/facilitators Directional Signage			
Additional setup to include power strips, extension flip chart stands	n cords,		
Cordless microphones (Minimum 2)			
Microphone with cord			
Microphone with cord stand			
Note pads and pens			
ADA Compliant			
Time: 8:00 AM to 5:00 PM			
Dates will be coordinated between agency & vendo	or		

NO. DESCRIPTION		Y/UOM	UNIT PRICE	PRICE EXTENSION
4.1 Hotel Venue (Room Rental) For 25 Pax as the following Specifications	1	Day	\$	\$
SPECIFICATIONS:			BIDDING ON/RE	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:				
Three (3) Breakout Rooms				<del></del>
Close Room/Round Table Style Setup				<u></u>
Table Linen with chair covers (assorted colors)				<u>.</u>
Table for LCD Projector				
Podium Setup				
Tables Speaker Setup				
Reception/Registration Table with two (2) chairs @	Foyer			<del></del>
Multi-Media Projector				<u>-</u>
Projector Screen				
PA System				
Internet Services with Multiple Users (Minimum 5 U	Jsers)			
Additional tables & chairs for speakers/facilitators			·	<del></del>
Directional Signage				
Additional setup to include power strips, extension flip chart stands	cords,			
Cordless microphones (Minimum 2)				
Microphone with cord				
Microphone with cord stand				
Note pads and pens				<u>-</u>
ADA Compliant				
Time: 8:00 AM to 12:00 PM				
Dates will be coordinated between agency & vendor				

NO. DESCRIPTION	QTY/UOM	UNIT PRICE	PRICE EXTENSION
5.1 Hotel Venue (Room Rental) For 30 Pax & 50 Pax (30 Pax first 4 days) (50 Pax last day) as per the following specifications	5 Day	\$	\$
SPECIFICATIONS:	•	BIDDING ON/REM	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:			
Continental Breakfast, Lunch and Beverage Station			
Class Room (first 4 days)/Round Table Style Setup	(last day)		
Table Linen with chair covers (assorted colors)		<del></del>	
Table for LCD Projector			
Podium Setup			
Reception/Registration Table with two (2) chairs @	Foyer	<u></u>	
Multi-Media Projector			
Projector Screen			
PA System			
Internet Services with Multiple Users (Minimum 5	Jsers)		·
Additional tables & chairs for speakers/facilitators, Directional Signage			
Additional setup to include power strips, extension flip chart stands, and markers	cords,		
Cordless microphones (Minimum 2)			
(2) Cordless Microphone			
(1) Microphone with stand			
Note pads and pens for Participants each day			
ADA Compliant			
Time: 8:00 AM to 3:00 PM			
Dates will be coordinated between agency & vendor	•		

ITEM NO.	DESCRIPTION	ОТ	Y/UOM	UNIT PRICE	PRICE EXTENSION
6.1	Hotel Venue (Room Rental) For 30 Pax as the following specifications	1	Day	\$	\$
SPEC	IFICATIONS:			BIDDING ON/RE	MARKS:
	n Rental must be inclusive of all requirements neeting room to include the following:				
Thre	e (3) Breakout Rooms/1 Plenary Room				
Class	Room/Round Table Style Setup				
Table	e Linen with chair covers (assorted colors)				
Table	e for LCD Projector				<del></del>
Podi	ım Setup				
Table	es Speaker Setup				
Rece	ption/Registration Table with two (2) chairs (	@Foyer			
Multi	-Media Projector				
	ctor Screen/Projection Screen w/simultaneou ction on multiple screens	us			
PA Sy	stem/PA System w/AV Technician				
Inter	net Services with Multiple Users (Minimum 5	Users)			
Addit	cional tables & chairs for speakers/facilitators				
	ional setup to include power strips, extension nart stands, and markers	cords,			
Cordl	ess microphones (Minimum 2)				
Micro	phone with cord				
Micro	phone with stand				
Note	pads and pens for Participants each day				
ADA (	Compliant				
Time	3:00 AM to 5:00 PM				

ITEM NO. DESCRIPTION	Q1	Y/UOM	UNIT PRICE	PRICE EXTENSION
7.1 Hotel Venue (Room Rental) For 40 Pax as the following specifications	1	Day	\$	\$
SPECIFICATIONS:			BIDDING ON/RE	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:				
Two (2) Breakout Rooms				
Close Room/Round Table Style Setup				
Table Linen with chair covers (assorted colors)				
Table for LCD Projector				
Podium Setup				
Tables Speaker Setup				
Reception/Registration Table with two (2) chairs @	Foyer			
Multi-Media Projector				
Projector Screen				<del></del>
PA System				
Internet Services with Multiple Users (Minimum 5 L	Jsers)			
Additional tables & chairs for speakers/facilitators				
Additional setup to include power strips, extension flip chart stands	cords,			
Cordless microphones (Minimum 2)				
Microphone with cord				
Microphone with cord stand				<del></del>
Note pads and pens				
ADA Compliant				
Time: 8:00 AM to 1:00 PM				

NO. DESCRIPTION		QT	Y/UOM	UNIT PRICE	PRICE <u>EXTENSION</u>
8.1	Hotel Venue (Room Rental) For 50 Pax as the following specifications	1	Day	\$	\$
SPEC	CIFICATIONS:			BIDDING ON/RE	MARKS:
	n Rental must be inclusive of all requirements neeting room to include the following:				
Three	e (3) Breakout Rooms				
Close	Room/Round Table Style Setup				
Table	e Linen with chair covers (assorted colors)				
Table	e for LCD Projector				
Podiu	ım Setup				
Table	es Speaker Setup				
Recep	ption/Registration Table with two (2) chairs @	Foyer			
Multi	-Media Projector				
Proje	ector Screen				
PA Sy	vstem vstem				
Inter	net Services with Multiple Users (Minimum 5	Users)			
Addit	tional tables & chairs for speakers/facilitators				
	tional setup to include power strips, extension hart stands	cords,			
Cordl	less microphones (Minimum 2)				
Micro	ophone with cord				
Micro	ophone with cord stand				
Note	pads and pens				
ADA (	Compliant				
Time	: 8:00 AM to 5:00 PM				

NO. DESCRIPTION	QTY/UOM		PRICE	EXTENSION
9.1 Hotel Venue (Room Rental) For 75 Pax as the following specifications	1 Γ	)ay	\$	\$
SPECIFICATIONS:			BIDDING ON/REM	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:				
Three (3) Breakout Rooms				
Close Room/Round Table Style Setup				
Table Linen with chair covers (assorted colors)				
Table for LCD Projector				
Podium Setup			•	
Tables Speaker Setup				
Reception/Registration Table with two (2) chairs @	Foyer			<del></del>
Multi-Media Projector				
Projector Screen				<u>.</u>
PA System				
Internet Services with Multiple Users (Minimum 5	Users)			
Additional tables & chairs for speakers/facilitators				<del></del>
Additional setup to include power strips, extension flip chart stands	cords,			
Cordless microphones (Minimum 2)				
Microphone with cord				
Microphone with cord stand				
Note pads and pens				
ADA Compliant				
Time: 8:00 AM to 5:00 PM				<del></del>

NO. DESCRIPTION		Y/UOM_	PRICE	EXTENSION
10.1 Hotel Venue (Room Rental) For 100 Pax as the following specifications	1	Day	\$	\$
SPECIFICATIONS:			BIDDING ON/REI	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:				
Three (3) Breakout Rooms				
Close Room/Round Table Style Setup				
Table Linen with chair covers (assorted colors)				
Table for LCD Projector				
Podium Setup				
Tables Speaker Setup				
Reception/Registration Table with two (2) chairs @	Foyer			
Multi-Media Projector				
Projector Screen				
PA System				
Internet Services with Multiple Users (Minimum 5	Users)			
Additional tables & chairs for speakers/facilitators				
Additional setup to include power strips, extension flip chart stands	cords,			
Cordless microphones (Minimum 2)				
Microphone with cord				
Microphone with cord stand				<del></del>
Note pads and pens				
ADA Compliant				
Time: 8:00 AM to 5:00 PM				

ITEM NO.	DESCRIPTION	QT	Y/UOM	UNIT PRICE	PRICE EXTENSION
11.1	Hotel Venue (Room Rental) For 150 Pax as the following specifications	3	Day	\$	\$
SPEC	FICATIONS:			BIDDING ON/REM	IARKS:
	Rental must be inclusive of all requirements eeting room to include the following:				
Five (	5) Breakout Rooms/One (1) Plenary Room				
Close	Room Setup				
Table	Linen with chair covers (assorted colors)				
Table	for LCD Projector				
Podiu	m Setupon Stage				
IBM T	able with three (3) chairs per table				
Stage	8x12 setup at front of room				
Table	s Speaker Setup on stage			<del></del>	
Black	back drop				
Recep	tion/Registration Table with two (2) chairs @	Foyer			
Multi-	Media Projector				
	ctor Screen/Projection screen with simultaneo	ous			
PA Sy	stem with CD Player/PA System w/AV Techni	cian			
Interr	et Services with Multiple Users (Minimum 5 L	Jsers)			
Additi	onal tables & chairs for speakers/facilitators				
	onal setup to include power strips, extension art stands/Directional Signage	cords,			
Cordle	ess microphones (Minimum 2)				
Micro	phone with cord				·
Micro	phone with cord stand				
Note j	pads and pens				
ADA C	Compliant				
Time:	8:00 AM to 5:00 PM			-	

ITEM NO. DESCRIPTION		Q	TY/UOM	UNIT PRICE	PRICE EXTENSION
(Room Rei	Training Venue ntal) for 165 Pax owing specifications	1	Day	\$	\$
SPECIFICATIONS	<u> </u>			BIDDING ON/RE	MARKS:
	t be inclusive of all requirements to include the following:				
Round Tables wit	h 10 chairs each				
Table Linen with	chair covers (assorted colors)				
Note pads and pe	ns				
Reception/Regist	ration Table with two (2) chairs @	Foyer			
Stage 8x12 setup	at front of room				
Podium Setup on	Stage				
Cordless microph	ones (minimum 2) for stage area				677
Projector screen (	(wall mount)				
Microphone with	cord stand (for middle of room)				
Table for LCD Pro	jector and laptop				
PA System for aud	dio/microphones				
Internet Services	with Multiple Users (Minimum 5 t	Jsers)		-	
Morning refreshn	nents (Pastries and Fruits)				
Lunch Buffet					
Afternoon snacks					
All day beverage	station (Iced Tea, Coffee, Water)				
Time: 7:00 AM to	5:00 PM				
Dates will be coor	dinated between agency & vendo	r			

NO.	DESCRIPTION	QTY/UOM	PRICE	EXTENSION
13.1	Hotel Venue for Annual Guam Conference on Aging for 500 Pax as the following specifications	1 Day	\$	\$
SPEC	IFICATIONS:		BIDDING	ON/REMARKS:
The h Disab have room	erence Venue: notel venue shall meet the requirements of the polity act and fire codes to include the parking on the same floor level a main conference roo s, and a secured storage room for equipment to and throughout the event.	area; and shall om, four (4) function		
Bidde With three	Conference Room: er must provide in the main conference room: 10-12 chairs each table; a stage; three (3) wir (3) tables to each hold a laptop and an LCD p ctors will be provided by DPHSS/DSC); and the	reless microphones; projector (laptops and	ıs	
Bidde confe partic two ( table	ide Area of Main Conference Room:  er must provide on the same level and in close rence room an area for: Emergency medical to cipant registration; which requires a minimum 2) chairs and stanchions; 15-20 tables with two displays; and restroom facilities for both male ADA requirements.	echnicians; and for n of two (2) tables with wo (2) chairs each for		
Bidde area f	tional Requirements:  or must provide DPHSS/DSC with access and the for conference equipment and materials the deliber for early set up at 7am on the day of the second contract the deliber for early set up at 7am on the day of the second contract	ay before the conference	e;	
Bidde	er must ensure A/C is on during the early set- er must also be able to coordinate with confer may assist in defraying the cost of the venue.	_		
Drop	Off Area: off area for conference participants should be onference room, preferably 500 feet or less.	e in close proximity to		
Bidde	phone: or must provide a telephone for incoming and ion room for staff use.	outgoing calls in one		
Bidde	l Venue Signage: er shall provide directional signs in a visible an ting participants to the location of the confere			
Bidde main	net Connectivity: er shall provide wireless internet connectivity conference room for two (2) laptops (laptops PHSS/DSC).			
	and Pens: er shall provide writing pads and pens for the	participants		

SPECIFICATIONS:	<b>BIDDING ON/REMARKS</b> :
Guam and US Flags: Bidder to ensure the Guam and US Flags are on stage the morning of conference.	
Securing Permits: Bidder shall secure all necessary permits for the prior to the day of the events.	
Food and Beverage: Agency will coordinate with bidder regarding menu options.	
Venue Access: Bidder shall make available venue at 2:00pm for the Agency to set up For the conference the next day.	
<u>Miscellaneous</u> : Agency will coordinate with bidder regarding layout and color schem table clothes, napkins, chair covers, etc.	e for 
<u>Time</u> : 7:00am to 5:00pm	
Date: Date will be coordinated between agency and hidder	

NO. DESCRIPTION		QTY/UOM		PRICE	EXTENSION
	Room Rental) HP/RWHAP Planning the following specifications	3	Day	\$	\$
SPECIFICATIONS:				BIDDING ON/R	EMARKS:
Room Rental must be For meeting room to i	inclusive of all requirements nclude the following:				
One (1) Plenary Room	ı				
Close Room/Round T	able Style Setup				
Table Linen with chai	r covers (assorted colors)				
Table for LCD Project	or				
Podium Setup					
Tables Speaker Setup					
Reception/Registration	on Table with two (2) chairs @	Foyer			
Multi-Media Projector					
Projector screen					
PA System with AV Te	chnician				
Internet Services with	Multiple Users (Minimum 5 U	lsers)			
Additional tables & ch Directional signage	airs for speakers/facilitators,				
Additional setup to in Chart stands.	clude power strips, extension	cords, fl	ip		
Cordless microphones	s (minimum 2)				
Microphone with cord					
Microphone with cord	stand				
Note pads and pens					
ADA Compliant					
Time: 8:00 AM to 5:00	PM				
Dates will be coordina	ited between agency & vendor				

NO. DESCRIPTION	QTY/UOM	PRICE	PRICE EXTENSION
15.1 Hotel Venue (Room Rental) For BCDC STD/HIV Prevention Training For 50 Pax as the following specifications	5 Day	\$	\$
SPECIFICATIONS:		BIDDING ON/RE	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:			
One (1) Plenary Room			
Close Room/Round Table Style Setup			
Table Linen with chair covers (assorted colors)			
Table for LCD Projector			
Podium Setup			
Tables Speaker Setup			
Reception/Registration Table with two (2) chairs @	Foyer		
Multi-Media Projector			
Projector screen			
PA System with AV Technician			
Internet Services with Multiple Users (Minimum 5	Jsers)		
Additional tables & chairs for speakers/facilitators, Directional signage			
Additional setup to include power strips, extension Chart stands.	cords, flip		
Cordless microphones (minimum 2)			<u>,</u>
Microphone with cord			
Microphone with cord stand			
Note pads and pens			
ADA Compliant			
Time: 8:00 AM to 5:00 PM		· · · · · · · · · · · · · · · · · · ·	

NO. DESCRIPTION	QTY/UOM	PRICE	EXTENSION
16.1 Hotel Venue (Room Rental) For Immunization Protocol & Advisory For 12 Pax as the following specifications	2 Day	\$	\$
SPECIFICATIONS:		BIDDING ON/RE	MARKS:
Room Rental must be inclusive of all requirements For meeting room to include the following:			
One (1) Room			
Class Room/Round Table Style Setup			
Table Linen with chair covers (assorted colors)			
Table for LCD Projector and laptop with one (1) cha	air		
Multi-Media Projector			
Projector screen			
PA System with AV Technician			
Internet Services with Multiple Users (Minimum 5	Jsers)		
Additional setup to include power strips, extension Chart stands.	cords, flip		
Access and use of secured storage are for equipmer On the days of the meeting	t and materials		
Directional Signage n a visible area in the hotel lobb	ру		
Cordless microphones (minimum 2)			
Microphone with cord			
Microphone with cord stand			
Note pads and pens for participants each day			
ADA Compliant			<del></del>
Time: 8:00 AM to 5:00 PM			
Dates will be coordinated between agency & vendo May not be consecutive	r		

NO. DESCRIPTION		QTY/UOM		PRICE	EXTENSION
17.1	Hotel Venue (Room Rental) For Immunization In-Service Training For 45 Pax as the following specifications	2	Day	\$	\$
SPEC	IFICATIONS:			BIDDING ON/RI	EMARKS:
	n Rental must be inclusive of all requirements neeting room to include the following:				
One (	1) Room				
Class	Room/Round Table Style Setup				
Table	Linen with chair covers (assorted colors)				
Table	e for LCD Projector and laptop with one (1) cha	air			
Podiu	ım Setup				
Recej	otion / Registration Table with (2) Chairs @fo	yer			
Multi	-Media Projector				
Proje	ctor screen				
PA Sy	stem with AV Technician Support				
Inter	net Services with Multiple Users (Minimum 5	Users)			
Addit	ional table and two chairs for speakers/facilit	ators			
Addit	ional table for table displays and training mat	erials			
	ional setup to include power strips, extension stands.	cords, fl	ip		
	s and use of secured storage are for in-service naterials on the days of the training	equipm	ent		<u>.                                    </u>
Direc	tional Signage n a visible area in the hotel lobb	у			
Cordl	ess microphones (minimum 2)				
Micro	phone with cord				
Micro	phone with cord stand				
Note <sub>l</sub>	pads and pens for participants each day				<del></del>
ADA (	Compliant				
Time:	8:00 AM to 5:00 PM				
	will be coordinated between agency & vendor	•			

These specifications were developed by the staff of the DPHSS and approved by James W. Gillian, Director (Acting) DPHSS.